

EXHIBIT "C"

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

NICOLE JENNINGS WADE,
JONATHAN D. GRUNBERG, and
G. TAYLOR WILSON,

Plaintiffs,

v.

L. LIN WOOD,

Defendant.

Case No. 1:22-cv-1073-MLB

DECLARATION OF G. TAYLOR WILSON

I, G. Taylor Wilson, declare as follows:

1. I am one of the plaintiffs in this action. I have personal knowledge of the facts set forth in this declaration, am over 18 years of age, and am otherwise competent to make this declaration.

2. I submit this declaration in support of Plaintiffs' Motion for Partial Summary Judgment. The facts set forth herein are generally provided chronologically rather than in any order of importance.

3. As extensively laid out herein, neither Nicole, Jonathan, nor I ever engaged in any acts of extortion or attempted extortion against Lin Wood ("Lin") or his law firm. We never threatened to inflict bodily injury, to accuse Lin of a criminal

offense, to initiate any criminal actions against him, to initiate any grievance proceedings against him with the State Bar of Georgia, to disseminate any negative information about Lin to any third-party other than a court of law, to involve any public official of any kind other than a court of law, nor any other act which may be considered extortion under Georgia law.

4. I have never attempted to gain any leverage on Lin regarding claims of his mental health or his relationship with his children. I have never threatened to do any act or disclose any information about Lin to gain any advantage or concession from Lin at any time. I am not aware of any such action or communication from my partners Nicole Wade and Jonathan Grunberg.

5. We never did any of those things, despite the undisputed facts that during the 32 days between the day we left Lin's firm and the day we signed our settlement agreement, Lin repeatedly accused and threatened to accuse us of criminal conduct, threatened to have us disbarred, threatened to cause the FBI and the United States District Attorney for the Northern District of Georgia prosecute us for unspecified crimes, filed a criminal complaint against us with the FBI, repeatedly defamed us to friends, professional colleagues, and others in the community, threatened to destroy us "in the court of public opinion," described in anger in voicemails how he would physically harm Jonathan and me if he was in our

presence, reneged on our agreements for compensation, and threatened to “destroy” us and render us “broke and homeless” “where we belong.”

6. Lin hired me as an associate attorney of L. Lin Wood, P.C. (“LLW PC”) in November 2015. At the time I joined LLW PC, the firm was comprised of four lawyers: Lin, Nicole Wade (“Nicole”), and Jonathan Grunberg (“Jonathan”). Nicole was a partner and Jonathan was an associate.

7. During this time and prior to my promotion to non-equity partner in May 2018, LLW PC practiced out of Suite 2400 at the Regions Plaza building in Midtown Atlanta.

8. Lin promoted Jonathan and me to non-equity partner effective May 1, 2018. Lin and LLW PC announced our promotions to partner publicly, including via the Fulton County Daily Report and the Georgia Bar Journal. The arrangement of non-equity partner is evidenced by an April 23, 2018, e-mail written by Lin to Nicole, Jonathan, and me, a true and correct copy of which is attached hereto as *Exhibit A*.

9. From May 2018, at least until the day Nicole, Jonathan, and I left LLW PC (February 14, 2020), the homepage of LLW PC’s website featured a picture of the firm’s four attorneys together, and each of Nicole, Jonathan, and I had separate profiles identifying us as partners of LLW PC.

10. At all times relevant hereto until February 14, 2020, every court appearance Nicole, Jonathan, and/or I made, and every client any of us engaged, was done exclusively as a lawyer of LLW PC. This specifically includes each case filed on behalf of the client who is in dispute in this case. My court appearances during this time on behalf of LLW PC included cases in Georgia, Alabama, New York, Kentucky, Michigan, California, and Nevada. All of my time and expenses were similarly billed through LLW PC.

11. At all times relevant hereto until February 14, 2020, Nicole, Jonathan, and I had LLW PC business cards and e-mail addresses, provided by Lin and LLW PC.

12. Throughout this time of May 2018 to February 2020, Lin regularly confirmed my status as a partner of LLW PC privately and publicly, via, without limitation, statements and representations made to courts, judges, clients, attorneys, mediators, acquaintances, media, and the public via social media. This specifically includes our very first meeting with the client in dispute in this case.

13. On February 10, 2020, I personally confronted Lin regarding certain behaviors of his that I would no longer tolerate at the firm.

14. Effective February 14, 2020, Nicole, Jonathan, and I terminated our relationship with Lin, LLW PC.

15. At no time did I (or Nicole or Jonathan) ever publicly disparage Lin, and we have on a significant number of occasions refused many requests for comment from the media about Lin. We have maintained this course throughout our disputes with Lin—never threatening or taking any action other than litigation. On the other hand, Lin Wood has repeatedly accused me and my partners of unspecified criminal acts from the moment we decided to leave the firm up to the present claims in this lawsuit. Lin continued to make these accusations of unspecified criminal actions even during and after the settlement negotiation and after the Fulton County Superior Court’s Interlocutory Injunction, barring such disparaging speech as a violation of Lin’s contractual agreement with us as set forth below.

16. On February 15, 2020, at approximately 3:45 a.m., I received an e-mail from Lin addressing me but also sent to an additional eleven individuals in which Lin threatened: that he would “expose” Nicole, Jonathan, and me, including for alleged “federal crimes” we did not commit; that we “are going to be ruined financially”; he was “setting up a meeting next week with the US Attorney for the Northern District of Georgia”; that we “are in fucking serious criminal and civil exposure”; that “God Almighty told me to get you back to where you belong. Broke and essentially homeless”; that he “will deliver a fiery judgment against you on earth”; that his “Valentine’s Day Massacre ... will ruin many more before it is over”;

that we “are in for the roughest ride of []our lives” and he would “teach you all a lesson that you are going to learn”; to “tell all of you[r] damn co-conspirators that their asses are in criminal and civil liability trouble”; and that specifically with respect to Jonathan, Lin “was getting ready to slam his ass deep into the ground.” A true and correct copy of said e-mail correspondence is attached hereto as *Exhibit B*.

17. On February 15, 2020, at 10:14 a.m., I received an e-mail from Lin addressing me, and also sent to the same individuals as the previous e-mail, in which Lin stated “I will make sure [] that you never practice law again ... Tell the full truth or suffer through full pains thereafter.... If you want a chance to save your future for your career, yourself and your family.... Save your child. Save your wife. Save your life.” *See Exhibit B*.

18. On February 15, 2020, at approximately 2:18 p.m., I received a voicemail from Lin stating, in part, “I don’t want to get you because it’ll hurt your wife and your child. Send me an e-mail. Just tell me the truth without getting a lawyer, without trying to cover your ass. Tell the truth, the simple truth. The truth will set you free, Taylor. Trying to cover it up through a lawyer or anybody else is going to get you in even worse trouble with me, and you are in bad enough; don’t make it worse. Let’s try to make it better. Let’s start trying to heal it before it gets

to a point where it can't be healed. I think you understand this message. I would get it by text. Send it to me in 15 minutes. Goodbye."

19. On February 17, 2020, at approximately 12:17 a.m., I received a voicemail from Lin stating, in part, "The FBI is going to be involved tomorrow. There's going to be some serious stuff going down, watch your ass, I'm telling you. Watch out for Nicole Wade.... It's got Jonathan's name on it.... You don't want to be unwittingly involved in a federal crime [inaudible] to go to jail for the rest of his life.... Nicole, she's going to come crashing down.... You got some thieves and criminals around you. Don't get involved in it, ok?... I love you Taylor. Be careful. Bye."

20. On February 17, 2020, at approximately 6:16 a.m., I received an e-mail from Lin also sent to eight other individuals providing us a copy of a Complaint Referral Form that he had filed with the Federal Bureau of Investigation regarding the false allegations of "federal crimes" referenced in the *Exhibit B* e-mail correspondence. A true and correct copy of said e-mail and the FBI complaint is attached hereto as *Exhibit C*.

21. On February 17, 2020, at approximately 7:18 a.m., I received a voicemail from Lin stating, in material part, "You better get your ass a criminal defense lawyer. Jonathan Grunberg better get him one. Nicole Wade sure as hell

better get herself one.... The FBI is on you.... Y'all are fucked.... They're going to throw that son of a bitch out in the street. The damn FBI's going to pick him up and he's going to spend the rest of his natural life in the Atlanta penitentiary. And if you don't get your act together, buddy, you're going to be with him. Do you understand what you have done? You have damn fucked up your life. Shame on you. Your wife, your kid... I take back everything I said nice about you. I'm gonna burn your asses. Y'all fucked up. Shame on you.... You're a son of a bitch, Taylor Wilson. And you're gonna rot in hell when I'm done with you, buddy, you got that? Pass that message to every damn one of them.... All of y'all are doing down.... Y'all better get criminal lawyers.... You hear the rage? You ain't seen nothing yet, buddy. Goodbye.”

22. On February 17, 2020, at approximately 7:23 a.m., I received a voicemail from Lin stating, in material part: “Let me tell you something you little snotty ass son of a bitch. Don't write me back and tell me you're taking care of your son. Your son's looking at the eyes of a damn low life, cheating, lying, probably criminal defendant. How could you do this to your family, Taylor? The FBI is not going to play around ... I don't give a damn if you did or Nicole did it.... You've ruined everybody's life. You're not going to get one thin dime from me. Sue me. I don't think they allow you file lawsuits like that when you're behind bars.... Quit

playing your games you snotty ass little bastard.... You're lucky I'm not with you right now, Taylor, cause I'd do to you what I'd do to [redacted] and I'd beat your ass with a switch till you couldn't sit down for 20 fucking years."

23. I responded via text that I was unavailable and did not do or know anything about what he was accusing me of. He responded with a text in which he stated only, "Fuck you. You are going to jail." A true and correct copy of this text exchange is attached hereto as *Exhibit D*.

24. That night, Lin requested, and Nicole, Jonathan, and I agreed to, a conference wherein we made and subsequently confirmed via e-mail our February 17 agreement regarding fee splits. During that call, in an effort to have Lin's conduct stop, Nicole, Jonathan, and I proposed various discounted fees from the agreements we had already reached. Generally speaking, Lin rejected those discounts and agreed to pay us the fees we had already agreed to while continuing to threaten criminal prosecution, Bar complaints, public humiliation, financial ruin, and defamation that he had been engaged in in the days prior.

25. On February 19, 2020, at approximately 10:22 p.m., I received an e-mail from Lin addressed to Nicole, Jonathan, me, and five additional individuals, in which Lin stated "I am going to make certain that your ... misconduct will be fully addressed in a court of law and in the court of public opinion[]" and advised that

making a settlement proposal to him (after the February 17, 2020 agreement) was the only way to “avoid the embarrassment and damage to your own careers.” A true and correct copy of said e-mail correspondence is attached hereto as *Exhibit E*.

26. On March 4, 2020, at approximately 3:40 a.m., Lin e-mailed Nicole, Jonathan, me, our counsel, and others, stating, in part, “your clients are guilty of numerous crimes which, if brought to the attention of the State Bar of Georgia would likely result in their disbarment,” “I suspect that after your client[s] read this email, they shall not rest well for many nights to come,” and that “you may rest assured that I shall never voluntarily pay your clients one thin damn dime” but that “[y]our clients shall be required to pay their 75% of the lease obligations even if they find themselves prohibited from engaging in the practice of law in the State of Georgia in the future.” A true and correct copy of said e-mail correspondence is attached hereto as *Exhibit F*.

27. On March 4, 2020, at approximately 5:09 a.m., I received a voicemail from Lin stating, in part, “Taylor Wilson, listen carefully to me young man. This is the last time you’re going to hear my voice until I cross examine under oath your sorry ass lying mother fucking bastard.... You fucking tried to cheat me out of a million dollars. You are going to hell and God is going to condemn you for it and you’ll never be able to make your way out of this and bury you deep in ash....

You've ruined everybody, but you didn't ruin me.... You will rot in hell before you'll ever get a dime from me young man. You're going to pay out of the nose and you're going to lose your damn license to practice law. You fucked up, buddy. You fucked with the wrong man. You fucked with Lin Wood and you fucked with my family. Goodbye Taylor. I'll see you next time when you are under fucking oath."

28. On March 17, 2020, the parties executed their last settlement agreement. After leaving on February 14, 2020, we were never given access to the Suite 2040 space until that agreement was executed, and, in fact, I felt that my belongings—computer and other electronics, desks, chairs, couch, rugs, client files etc.—were being held hostage pending an agreement.

29. For my part, I agreed in the March 17, 2020 agreement to reduce my compensation by a significant sum for a lease obligation I was not required to pay, in certain instances I accepted a reduced fee in cases that were still pending, and I agreed to release Lin from any and all other claims I had, primarily in an effort to have Lin's herein described behavior toward me and the others end while still receiving some compensation for the work I had performed for LLW PC and our clients.

30. On April 27, 2020, Lin sent me multiple e-mails which I took to mean he was investigating whether Nicole, Jonathan, and I "rigged the jury" in a

significant defamation trial against Elon Musk which we tried together in December 2019. A true and correct copy of those April 27, 2020 e-mails are attached hereto as *Exhibit M*. Lin did eventually publicly—and completely falsely—accuse us of rigging this federal jury (with Lin’s own son and others) for and on behalf of the opposite party on Telegram. A true and correct copy of the screen shots of L. Lin Wood’s Telegram post is attached hereto as *Exhibit G*. He later testified to the same in this case while claiming to possess undisclosed evidence of such conduct. Wood Dep., pps. 126-130. Lin’s theory that his own trial team sabotaged their client is of course, totally false and absolutely absurd. Like Lin’s repeated allegations that I engaged in “fixing” the jury in the Elon Musk case, his allegations that I or my partners interfered in any way with his relationship with any of his children or any of the other people in his life is completely and deliberately false.

31. On July 24, 2020, Lin, through his counsel, advised Nicole, Jonathan, and I that he would not be making the payments required in the March 2020 settlement agreement on the supposed basis that we were not lawyers of LLW PC, triggering Rule 1.5(e) requiring client consent, and that he had “just learned” that the disputed client did not consent.

32. At that time, we believed the March 2020 agreement to have been fraudulent because, among other reasons, (1) his lawyer’s letter took the

fundamental position that we were not lawyers of LLW PC at any relevant time, which is contrary to all factual evidence, (2) that representation also directly contradicts the settlement agreement's plain recital that we were, in fact, lawyers of LLW PC, (3) it was the third time that Lin had reneged on an agreement to pay us our compensation, and (4) Rule 1.5e of the Rules of Professional Conduct from the State Bar of Georgia clearly does not regulate the division of fees related to attorneys who were previously "associated" with the same firm.

33. Nicole's declaration details the communications between the parties and the alleged extortionate settlement demand. As a brief explanation, however, the day after we provided a draft complaint for breach and fraud, Lin began calling certain of our clients and co-counsel accusing us of, among other things, extortion. I personally know this because at least three such individuals personally contacted me to advise of Lin's actions, and I have reviewed another e-mail sent by Lin to one of Nicole's clients.

34. It was not until that time—that Lin began engaging anew in false accusations to a new set of professional colleagues and clients—that Nicole, Jonathan, and I increased our demand.

35. Most significantly to me, the demand for which Lin accuses us of extortion was not made solely for the amounts that we knew to be due and owing

under the March 2020 settlement agreement. Instead, it was the first time that we proposed that the parties buy each other out of all agreed fee splits for all matters which remained pending at the time of the March 2020 settlement agreement. Two of those cases were directly related to the most sizable fee subject of the March 2020 settlement agreement, we knew that one of those had already settled for an undisclosed amount prior to the settlement demand, and we had reasonable bases to forecast the amount of fees we would be owed on those two cases.

36. For clarity, the March 2020 settlement agreement called for, among other things, payment to Nicole, Jonathan, and I \$932,949.99 in compensation arising from multiple cases but less \$285,000 in a lease obligation, for a known liquidated payment of \$647,949.99. It also called for future fee splits between the parties in six other matters. Based on the largest fee, we reasonably estimated that our reduced fees in two of those six matters would generate approximately \$337,500 in additional compensation to us but we also acknowledge that one remained unresolved and may have eventually resulted in significantly more or less.

37. In addition to the amounts we knew to be due and owing (\$647,949.99), the amount that was due and owing but unknown to us (unknown), and a buy out of future obligations to split fees (unknown), we also assigned value in the settlement demand to (a) Lin's defamation of us (and violation of a non-disparagement clause)

to significant professional relationships, (b) our attorney's fees, and (c) our fraud claim, which encompassed not only additional compensatory damages (e.g., special damages and personal injury damages available for fraud claims) but potentially punitive damages. We demanded \$1.25 Million to fully and finally resolve all liquidated and unliquidated amounts due under the March 2020 settlement agreement as well as to settle our newly arising tort and breach of contract claims.

38. It seemed entirely possible to me then that we were leaving attorneys' fees on the table, irrespective of any additional damages claims we had for defamation/breach of non-disparagement and fraud. To this day, I do not and cannot know if Lin would have done better or worse solely on the proposed buy-out of the attorneys' fees as compared to fees he has actually received, and only time will tell what the ultimate amount of damages awarded, if any, will be for our other claims. In other words, I considered our demand to be entirely reasonable, and one that Lin should have paid on the merits of our claims against him.

39. It is my understanding that Lin rejected our proposal and did not make any monetary counteroffer approximately 15 minutes before our deadline for his response. I further understand the only "counterproposal" offered was to engage in voluntary arbitration *of only the issue of client consent and our entitlement to the fees already earned* under the March 2020 settlement agreement, thereby excluding

all other claims, issues, and damages Nicole, Jonathan, and I had. We filed suit in Fulton County Superior Court on August 31, 2020, filing the draft complaint we had sent to Lin and his lawyers in either identical or near identical form.

40. Nonetheless, despite the plain terms of the non-disparagement clause in the March 17th settlement agreement and the Interlocutory Injunction which enforced that agreement, Lin has repeatedly disparaged us to his then-1 million+ Twitter followers (before being banned from Twitter) and nearly 1 million Telegram followers. He also ran for office as the GOP Chair of South Carolina and disparaged us during his campaign.

41. Additionally, Lin filed Bar complaints against Nicole, Jonathan, and I (none of which accused us of extortion) and also solicited that his hundreds of thousands of social media followers—strangers to us—do the same, based upon his accusations against us. Many did. We have all been through the Bar’s process of reviewing those complaints, and all were eventually dismissed as lacking even minimal merit. Nonetheless, Lin’s accusations and solicitation of Bar complaints—which were filed in response to his solicitation—are concrete evidence that Lin’s accusations were defamatory per se and caused us real life stress, anxiety, and other damages.

42. Again, despite those things, Nicole, Jonathan, and I have never disparaged Lin—or threatened to disparage Lin—publicly in any forum other than by litigating our claims.

43. My law partners and I did not commit extortion, individually or through our agents. As lawyers, we have respected the legal process and have litigated our many issues with Lin where they belong, in a court of law. We have not threatened to take—nor undertaken—any action which I believe might reasonably be construed as anything other than litigating our meritorious claims.

44. The actions I have taken with Lin—including the settlement demand he now calls criminal and the filing of this lawsuit—have been what I considered the minimum actions necessary to ethically and professionally defend myself and others against his conduct, to protect my family from and mitigate the risks posed by his conduct, and nonetheless be compensated *something* for the work I did and the incredible damage Lin has inflicted upon me and my loved ones.

45. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing testimony is true and correct to the best of my personal knowledge.

Executed this 17th day of April, 2023, in Nashville, Tennessee.



G. Taylor Wilson

From: [Lin Wood](#)
To: [Nicole Wade](#); [Taylor Wilson](#); [Jonathan Grunberg](#)
Cc: [Kimmy Hart Bennett](#)
Subject: LLW PC
Date: Monday, April 23, 2018 11:52:33 PM
Importance: High

EXHIBIT

A

Nicole, Jonathan and Taylor,

As you all have surmised or survived, I am not a happy camper lately. I am on the brink of signing a 5 year lease and running a law firm for another 5 years. That is NOT what I have been telling you I wanted to do with my life after the present lease expired. I feel like a guy who is now destined to work his ass off until the day he drops dead. But I am left with no viable options at this point.

I have not taken a full week off for a vacation in over three years. I have not been paid a dime from the firm in over a year and a half, all the while giving the firm the benefit of over \$1M from [REDACTED] to me – in effect giving you the benefit of my deferred comp. I have essentially kept the firm going in order to provide each of you (and Kimmy and Chelsea) with a good job and a good living in a very flexible work environment.

I think it is time for each of you to state in writing the commitments you will make to me in return for what I have done for you and will be doing for you. What sacrifices are you willing to make? How do you plan to make my work life easier as I practice in the fourth quarter of my career? What are your goals for time in the office, generating revenue, managing case and office expenses efficiently, business development, making sure your time is current and establishing regular billings? I want each of you to provide me with your business plan for yourselves and for the firm. I do not want BS – this is not [REDACTED]. I want your practical objectives set forth succinctly.

We should meet tomorrow to discuss my proposal and any questions you have about it. Here are the basics of the proposal:

1. The firm will remain L. Lin Wood, P.C.
2. LLW PC will sign the new office lease and each of you will agree in writing to indemnify me on the lease. We can discuss how to deal with buildout costs, if any and if not amortized over the life of the lease.
3. Effective May 1, your LLCs will each be non-equity partners in LLW PC under the terms of my proposal with no ownership interest in the firm's assets or account receivables as of that date and no responsibility for any firm liabilities existing as of that date.
4. We will in essence be sharing overhead and costs while each lawyer will be "eating what they kill" with some exceptions.
5. I will advise you this week as to the handling of future fees on my current cases. Fee

divisions on my cases opened after May 1 will be decided by me on a case by case basis.

6. From any fees in my cases that are paid to you, you will pay me 30% (this figure is derived by considering the concepts of it encompassing a referral fee and a management fee since I will be paying 100% of Kimmy's salary and benefits but she will be handling payment of expenses and fees, billing and accounting for LLW PC, including keeping up with overhead payments due).
7. From any fees in matters that you take on after May 1 which do not require my involvement, you will pay me 20% of the fees generated by those cases. This amount can be adjusted by agreement on your cases in which you want my active involvement.
8. Each of you will be responsible for reimbursing me 100% for your parking and medical insurance premiums.
9. I will pay 100% of Kimmy's salary and related costs – payments to her shall not be considered as shared overhead.
10. Individual attorney expenses, such as dues, ICLE, etc. should be paid by you and not thru LLW PC whenever possible.
11. You will each be responsible for reimbursing me on the first of each month starting June 1 for 25% of the shared office overhead for the prior month. Kimmy will circulate monthly overhead payments as soon as possible after the 1st of each month. In this regard, the 25% overhead responsibility is also applicable to the office lease even though I will be taking the larger office and providing Kimmy with an office. So you will each be paying a little extra for my 2 personal offices but I do not think that is unfair since hopefully you will be benefiting from my name on the wall.
12. This plan allows us to leave intact the following: how we sign pleadings, the email system, the phone system, Clio and Dropbox.
13. For payment of your personal expenses, receipt of fees, retirement contributions, etc., you should each establish an operating checking account for your individual LLCs. You will not need an IOLTA account as you can continue to use the LLW PC IOLTA for client funds.
14. I will continue to advance all expenses in my cases pending as of May 1. We can discuss how case expenses should be handled on all other matters.
15. I will maintain the right to veto any new engagement but will only do so for good reasons.
16. I will commit to revisiting the terms of this agreement after 12 months have expired so that we will all have a chance to evaluate how it is working or whether changes need to be considered or implemented. However, I retain the sole right to amend the agreement. So you will have to convince me that changes are necessary and/or justified!
17. I am sure I missed some details or items so please let me know tomorrow if there are areas I did not cover. I will have Kimmy prepare a rough estimate of anticipated overhead expenses and a breakdown of any expenses previously paid by LLW PC which may need to be prorated (such as malpractice, workers comp, etc.).

That it is for me tonight. Let's plan to meet after lunch tomorrow.

So that there is no misunderstanding, I am not blaming any of you for my current career dilemma. I am just stating it as a fact – a fact that was created out of a variety of circumstances, including some of my own making.

And yes, I will return to being a happy camper – as soon as I receive your commitments to me and LLW PC and this gets off the ground. There is so much work ahead of us and I want to work less. So I need to be able to rely on each of you doing your fair share plus some of mine!

Thanks.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2400
Atlanta, GA 30309
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Jonathan Grunberg

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Saturday, February 15, 2020 11:00 AM
To: Chelsea Gray
Cc: Taylor Wilson; [REDACTED]; Nicole Wade; Kimmy Hart Bennett; Jonathan Grunberg; Taylor Wilson; [REDACTED]; Matt C. Wood (mwood@wshlp.com); Ashley Wood [REDACTED]; Chandler Wood [REDACTED] Debby.Wood@[REDACTED]
Subject: Re: God has given me permission to be profane in this email, which is my last email of the night.

You just condemned yourself to hell by writing me this email. Offer rescinded to you. Don't utter my name again, traitor. You have no idea how well I got your treated when Taylor and others did not.

Now. You stop. Now.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

EXHIBIT
B

Sent from my iPhone

On Feb 15, 2020, at 10:31 AM, Chelsea Gray <cgray@linwoodlaw.com> wrote:

Lin:

Stop. Please leave Taylor alone. He is not a miserable, lying sack of shit, nor a snake. All he has done is sacrifice for you. I don't think I need to go into those details.

And I know right now you probably think I am a snake. Or I have betrayed you. I haven't. I love everyone and this is not ok. Not even a little.

You want to talk about not getting sleep, I haven't had sleep! All of this is very upsetting to me and one thing I can say is, no one has deleted files.

.... Just stop. Please.

Sent from my iPhone

On Feb 15, 2020, at 10:14 AM, Lin Wood <lwood@linwoodlaw.com> wrote:

Keep lying. USDOJ shall be checking ALL computers. I know liars. You been lying ever since your yelled at me and accused me of being insane. Liar.

You miserable lying sack of shit. You low life lying snake.

Your know [REDACTED] involvement. Tell it. Now.

You are ALL in trouble. Big trouble. Computer fraud. Conspiracy to commit computer fraud.

Violation of fiduciary duties.

Conspiracy to violate fiduciary duties. Slander and defamation. Conspiracy to slander and defame. Conspiracy to interfere with my business relations, including clients and co-counsel. I think you are in more criminal and civil trouble than the former big mouth, Michel Avenatti.

Your time would best be served on your knees telling me you are sorry. Telling my children you are sorry for hurting my family with your campaign of lies.

Best outcome for you in eternity Is Hell for repeatedly interfering with God's commandment to children to honor their father.

I will make sure you that you never practice law again ever if you do not admit your sins, all of them by 10:30 am. Extensions grants each quarter hour thereafter depending on the amount of truth you tell me with each email. Start with admitting your lies.

Tell the full truth or suffer through full pains thereafter.

Same is true with every one of the snakes involved. Tell every one of them. Now.

Start now by listing the names everyone one you talked to about my children. List every accusation you made against me. Start there and maybe I will extend your deadline.

I want to know each and every fact of which you are aware with respect to the involvement of [REDACTED] and or [REDACTED]. I want those facts by 10:30 AM. If you want to have a chance to save your future for your career, yourself and your family. You better come clean and tell the truthgiver the truth starting NOW.

I am going to learn that information in a criminal case involving you if necessary. I am going to learn that information from you in a civil case involving you that is an almost certainty. Your best chance for mercy from L. Lin Wood is for you to start pouring the truth on me regarding information on [REDACTED] by 10:30 AM this morning. Save your child. Save your wife. Save your life.

Games are over Taylor. You were always a rookie playing in the big leagues with me. From big mouth heading down south best describes you.

Your are doing to want a major dose of mercy from me. The sooner you come clean, the better. The longer it takes, the worse.

Start apologizing. Start telling the truth. Admitting the full truth quickly and voluntary is your only hope.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

On Feb 15, 2020, at 8:15 AM, Taylor Wilson
<georgetaylorwilson@gmail.com> wrote:

Lin: I don't know what most of this means and won't respond to it except to tell you unequivocally that I have not even accessed a computer, much less your files, since I felt forced to resign my position yesterday immediately following our most recent phone conversation at 11:17 am yesterday. Nor have I at any time deleted any of your or your firm's files. I have never at any time for any reason committed a crime against you or your firm. I'm sad to see these accusations. Taylor.

Taylor Wilson
678-787-0216

On Feb 15, 2020, at 3:45 AM, Lin Wood
<lwood@linwoodlaw.com> wrote:

You damn dumb motherfuckers.

You have now subjected yourselves and your families to the fact that you are all guilty of federal crimes. And you are going to be ruined financially, if necessary, in civil and criminal lawsuit. You committed computer fraud today and possibly bank fraud. Your lies and fraud upon law firms and your employers are going to come back quickly to haunt you for the rest of your lives.

You fucked with the wrong guy. You fucked with Lin Wood. Bad fucking choice.

Here are the findings of your final judgment day on earth for today, the day after my Valentine's Day massacre:

Taylor, you're not going to get one thin dime from me on any case. That includes [REDACTED] and [REDACTED]. Sue me. You will lose. You can tell your co-conspirators, Nicole, Jonatha, Kimmy and Chelsea. All the damn criminal conspirator wars who deleted emails and Word documents related to the [REDACTED] and [REDACTED] cases are in fucking serious criminal and civil exposure. Did you really think that an expert could not determine when those files were deleted, by whom, when, and any efforts to now restore them. You are all dumb as hell. I am not. I will be setting up a meeting next week with the US Attorney for the Northern District of Georgia. He will meet with me. He knows who I am. You apparently never did. I suspect [REDACTED] shall want to speak with certain people on this email within the next 5 to 7 days. I suspect that the tax authorities of this country will also come down on you with the wrath of God. Nobody fucks with me and my children. You have been all been playing your Bullshit games of lies too long. Too long is too long. Always has been. Always shall be. God Almighty told me to get you back to where you belong. Broke and essentially homeless. Some advice to [REDACTED]: sell your [REDACTED] "home" at [REDACTED]s before the potential buyers know that you both are frauds. You may not get the same value for it after they learn who you are as you will when they learn the truth about who you really are. You all forgot that I am a truth giver. Maybe the IRS will be the new owner of your [REDACTED] home that you brag about so much that it makes people around you turned off by your love of fame and fortune? You worship false gods. When I find my God's will, and I did over the past several days, my instructions from Him are clear. His will shall be done. And no damn fool or even someone who thinks they are smart, should ever interfere with His will. You tried to do so. You failed miserably. One day soon, my children shall honor their father. Despite your best damn lying efforts to interfere with our relationship and urging them to dishonor me.

The fact that you, Taylor, involved innocent people like Kimmy and maybe even Chelsea, is going to haunt you and your wife and your

children for the rest of your lives on earth. Shame on you. You are disgusting.

[REDACTED], I have been ashamed of you from the day you first turned on me to support a lie about my sanity which impacted negatively my relationship with all of my children. You deserve to be damned on earth because I believe you going to be damned for eternity.

You all better get on your knees and pray to Almighty God that He now asks me to show you mercy. If he does, I will show it, if he does not, I will deliver a fiery judgment against you on earth. Who the fuck did you think you were dealing with? You were screwing around with me, but I was someone else in disguise. You in fact in have been screwing around with God Almighty. I am not God. You lied when you told others that I thought I was. No one can be God, because no one can create himself or herself. I am L. Lin Wood – the sole member of L. Lin Wood, P.C. The architect of the most masterful and powerful Valentine's Day massacre known in American history. The last one killed seven. Mine will ruin many more before it is over. Deservedly so.

You are the ones who are crazy, not me. You are all fools, not me. You are all driven by fame and fortune, not me. My reading of the Bible teaches me that God is not going to accept your words. You are going to have to spend every day for the rest of your lives on earth by your every act and deed proving to God that you are genuinely sorry for the sins you have committed against HIM. I'm not going to waste anymore time listing your sins. You know them. God knows them.

I will pray for your souls. And I will pray that God has mercy on your souls. But only God has the power to decide that issue. For all I know, He may already have decided it.

Buckle up your damn seatbelts. Unless I change my mind under the instructions of God, you are in for the roughest ride of your lives. I'm going to teach you all a lesson that you are going to learn. Here is the lesson: never try to interfere

with any Father's relationship with his children and vice a versa. Never means never. Always has, always shall.

I shall sleep well tonight even though I'm writing a bunch of crazy people at a crazy person's hour. I live on God's time clock. This sane man had a lot of business to conduct tonight. Business that God Almighty exposed to him and told him to expose to others.

I bet it's going to be a long, long time before any of you ever sleep well again. Taylor, you are a damn pussy. You didn't even have the balls to show up for your little meeting that I already knew you were going to try to have before you had it. I know what all of you did with respect to my son's visit before you even did it. Now you better get on the damn phone and you better tell everyone of my children that you were fucking wrong and that you intend to do all you can going forward the beg for their father's mercy. Both their father on earth, and their Father in Heaven. You better tell everyone of my children to start honoring their father and never ever stop doing so.

Good night. I know you will not sleep well.

PS: Taylor, tell all of you damn co-conspirators that their asses are in criminal and civil liability trouble. Be sure to tell Jonathan and Nicole. I listened to that damn blowhard Jonathan run his mouth. At midday, silently. Because I knew that I was getting ready to slam his ass deep into the ground with my time came. My time came. His ass is in trouble and this time, he will not land on his 2 feet. He will be on his damn two knees begging me and Almighty God for mercy. They will never get a dime from me. I dare you to sue me for it. You don't have the balls to do it and if you do it, you shall lose and in the process, lose more of your damn asses if there's anything left of your asses after I finish with your asses tomorrow if you don't call my children and beg for my mercy like damn dogs begging for a damn piece of meat after not eating for 3 months. I think my message is clear. God has now asked me to refrain for the rest of this night and tomorrow from further profanity. I shall always

follow my God's's will and never anyone's on earth, including mine.

Last word, if any of you get within the missile range of my office or home, I will have you arrested. You make one more threat, at false accusation or attempt to interrupt me and as far as I'm concerned, you can all rot to hell in jail.

You know me, always one more last word. Tomorrow after 11:00 AM, I am going to be writing emails to [REDACTED]

[REDACTED]. I will be discussing with them how you [REDACTED]

[REDACTED]. By your free will, you sought to hide the truth to enrich your selves. It's not going to be pretty for you. Fraud never is pretty Ask Michael Avenatti. Never has been. Never shall.

Good night.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com
Website: www.linwoodlaw.com



EXHIBIT

C

Taylor Wilson [REDACTED]

RE: [REDACTED] and [REDACTED]

3 messages

Lin Wood <lwood@linwoodlaw.com>

Mon, Feb 17, 2020 at 6:16 AM

To: [REDACTED]

Cc: [REDACTED]

"georgetaylorwilson@ [REDACTED]

All,

Attached is the IC3 Complaint Referral Form I filed with the FBI this morning related to [REDACTED] and his co-conspirators this morning. I decided [REDACTED] actions were of a nature that I was obligated to report them to law enforcement. Let me know if you have any questions.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
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Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com
Website: www.linwoodlaw.com

-----Original Message-----

From: Lin Wood <lwood@linwoodlaw.com>

Sent: Monday, February 17, 2020 4:56 AM

To: [REDACTED]

Cc: [REDACTED]

Subject: [REDACTED] and [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402
Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com

Sent from my iPhone

 **IC3 Complaint Referral Form.pdf**
106K

Taylor Wilson [REDACTED]

Mon, Feb 17, 2020 at 7:25 AM

To: Jonathan Grunberg <jgrunberg@linwoodlaw.com>, Nicole Wade <nwade@linwoodlaw.com>

Taylor Wilson
[REDACTED]

Begin forwarded message:

From: Lin Wood <lwood@linwoodlaw.com>

Date: February 17, 2020 at 6:16:57 AM EST

To: [REDACTED]

Cc: [REDACTED]

[REDACTED] "georgetaylorwilson" [REDACTED]

Subject: RE: [REDACTED] and [REDACTED]

All,
[Quoted text hidden]

 **IC3 Complaint Referral Form.pdf**
106K

Taylor Wil on [REDACTED] Mon, Feb 17, 2020 at 7 51 AM
To: Jonathan Grunberg [REDACTED], Nicole Jennings Wade [REDACTED]

Taylor Wil on
678-787-0216

Begin forwarded message:

From: Lin Wood lwood@linwoodlaw.com
Date: February 17, 2020 at 6:16:57 AM EST

To: [REDACTED]

Cc: [REDACTED]

["georgetaylorwilson"](#)

Subject: RE: Miller and Bishop Ballard

All,
[Quoted text hidden]

 **IC3 Complaint Referral Form pdf**
106K



Complaint Referral Form Internet Crime Complaint Center

Victim Information

Name: L. Lin Wood

Are you reporting on behalf of a business? Yes

Business Name: L. Lin Wood, P.C.

Is the incident currently impacting business operations? Yes

Age: Over 60

Address: [REDACTED]

Address (continued):

Suite/Apt./Mail Stop:

City: [REDACTED]

County: [REDACTED]

Country: United States of America

State: Georgia

Zip Code/Route: Ge

Phone Number: [REDACTED]

Email Address: lwood@linwoodlaw.com

Business IT POC, if applicable:

Other Business POC, if applicable:

Description of Incident

Provide a description of the incident and how you were victimized. Provide information not captured elsewhere in this complaint form.

[REDACTED] a partner at the law firm of [REDACTED] [REDACTED] conspired with one or more former members of my law firm of L. Lin Wood, P.C. to tamper, alter, and/or delete emails and files from my office computer system in an effort to hide or destroy evidence of a [REDACTED] him [REDACTED]

[REDACTED] also conspired with a [REDACTED], [REDACTED], and [REDACTED] to obtain a \$300K "donation" by me to [REDACTED] "ministry" operating under the name of [REDACTED] (I believe located in [REDACTED]) which monies I am told were deposited to [REDACTED]. [REDACTED] is [REDACTED] longstanding housekeeper and [REDACTED] worked for [REDACTED] for a few months and as recommended to me by [REDACTED]

[REDACTED] also engaged in telephone conversations with my son, [REDACTED], who resides in [REDACTED] where he current [REDACTED]. [REDACTED] was engaged in a scheme to portray me as suffering from mental issues in the event I became a whistleblower as to he [REDACTED]. [REDACTED] accusations against me are provably false yet he raised them in connection with meetings I attended with [REDACTED]

██████████ which I later learned were arranged by ██████████ and ██████████, acts known to have occurred by ██████████ at the time of his attacks against me for meeting with Ballard.

Which of the following were used in this incident? (Check all that apply.)

- ☐ Spoofed Email
☐ Similar Domain
☒ Email Intrusion
☒ Other Please specify: Deletion of documents

Law enforcement or regulatory agencies may desire copies of pertinent documents or other evidence regarding your complaint.

Originals should be retained for use by law enforcement agencies.

Information About The Subject(s) Who Victimized You

Name: ██████████
Business Name: ██████████
Address: ██████████
Address (continued):
Suite/Apt./Mail Stop: ██████████
City: ██████████
Country: United States of America
State: ██████████
Zip Code/Route: ██████████
Phone Number: ██████████
Email Address: ██████████
Website: www.
IP Address:

Other Information

If an email was used in this incident, please provide a copy of the entire email including full email headers.

I am having my computer mirror imaged at 10 a.m. this morning.

Are there any other witnesses or victims to this incident?

Several, available upon interview.

If you have reported this incident to other law enforcement or government agencies, please provide the name, phone number, email, date reported, report number, etc.

[No response provided]

☐ Check here if this an update to a previously filed complaint:

Who Filed the Complaint

Were you the victim in the incident described above? Yes

Digital Signature

By digitally signing this document, I affirm that the information I provided is true and accurate to the best of my knowledge. I understand that providing false information could make me subject to fine, imprisonment, or both. (Title 18, U.S. Code, Section 1001)

Digital Signature: L. Lin Wood

Thank you for submitting your complaint to the IC3. Please save or print a copy for your records. ***This is the only time you will have to make a copy of your complaint.***

EXHIBIT "D"

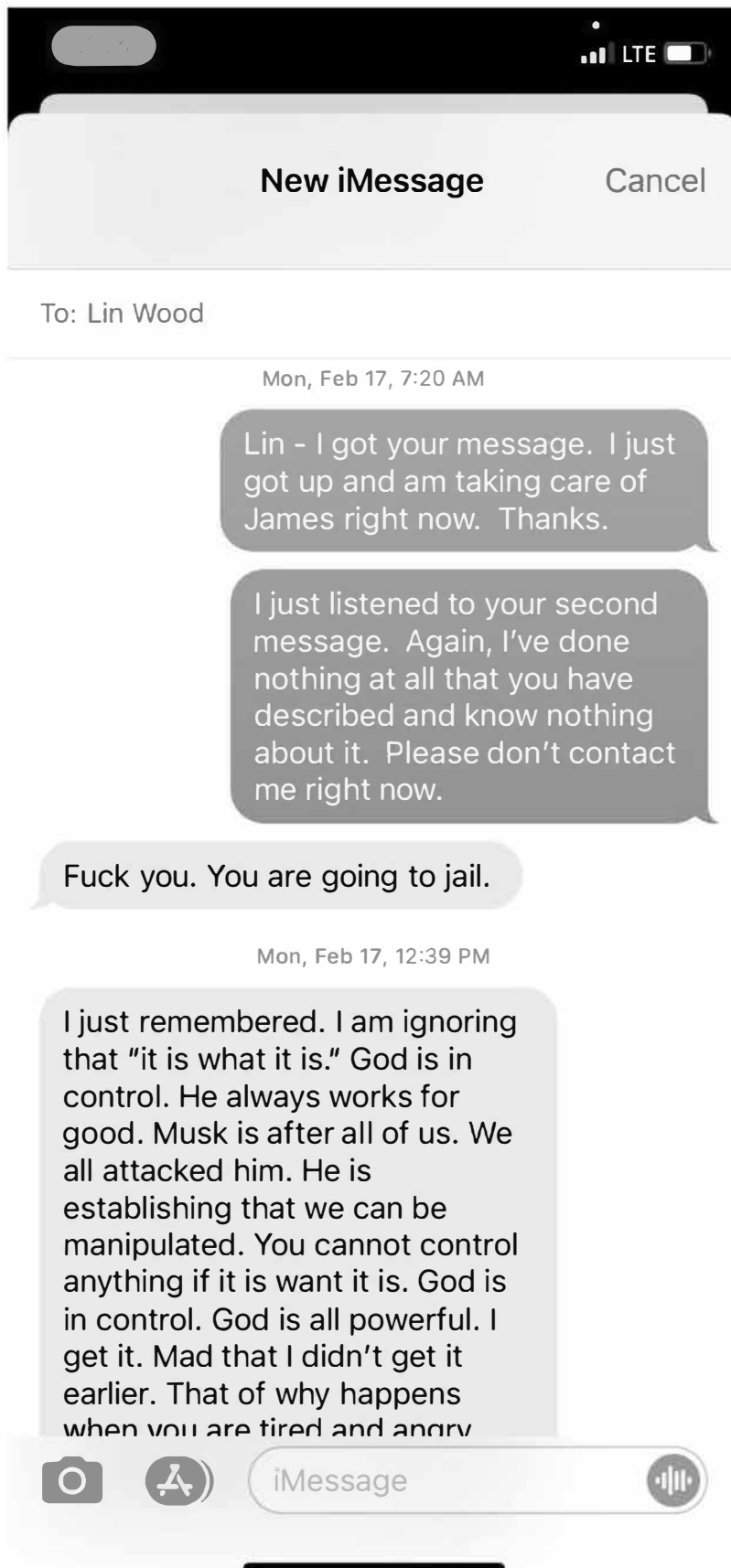




EXHIBIT "E|"

Taylor Wilson <georgetaylorwilson@gmail.com>

Civil Action for Defamation, Intentional Interference with Business Relationships, Disparagement & Breach of Fiduciary Duties1 message

Lin Wood <lwood@linwoodlaw.com>

Wed, Feb 19, 2020 at 10:22 PM

To: Nicole Wade <nwade@wglawfirm.com>, Jonathan Grunberg <jgrunberg@wglawfirm.com>, Taylor Wilson <twilson@wglawfirm.com>, Taylor Wilson <georgetaylorwilson@gmail.com>

Cc: "Kimberly Hart (kimberlyhartcreative@gmail.com)" <kimberlyhartcreative@gmail.com>, "cgray@wglawfirm.com" <cgray@wglawfirm.com>, "Patrick@ [REDACTED]"

Nicole, Jonathan, and Taylor:

I have spent 43 years of my life building my reputation and legacy as a trial lawyer. I have spent almost 41 years building my reputation as a caring and loving parent to my children. While I am an imperfect person, I did not at any time deserve the false accusations, unlawful disparagement, and breach of legal duties which I have suffered over the past almost 2 months from you. I am planning to sue each of you and I am going to make certain that your egregiously false and defamatory statements and heinous misconduct will be fully addressed in a court of law and in the court of public opinion's. In short, each of you are going to pay for your wrongdoing against me and the pain and suffering you have caused me and my family. You are also going to fully pay for the damages you inflicted upon me with your intentional interference with my business relationships, including my valued relationship with my executive assistant, Kimmy Hart Bennett.

If you think I am kidding, think again. It will be the first time any of you have thought about anything in the last couple of months except your campaign to destroy me and aligning your own pockets with my legal efforts on behalf of my clients. You failed. I do not wish to destroy you, but I'm not going to allow your false accusations and misconduct to stand without being fully redressed. I have spent almost 25 years of my career bringing false accusers to justice. You are now going to join the list.

I demand that you immediately and fully correct, withdraw, and retract each and every one of your false statements, acts, and false disparagement of and concerning me and my law firm, L. Lin Wood PC. You have free will to forward to me your efforts to mitigate your damages and I will fairly and respectfully consider the extent of your efforts and their effectiveness before I decide on the monetary amount I will seek in the litigation I will be filing against each of you. Many times over the course of your self-serving and unlawful campaign against me, I begged you to stop but your misconduct and false accusations simply grew in intensity and number. I have carefully developed a powerful record to prove falsity and to prove the damage you have caused me, my family, my former employee, and others to suffer. You will not avoid accountability for your wrongdoing. The best way out of the deep hole is to stop digging. In the next several days, I will carefully evaluate your efforts to refill the holes you have created in my life and the lives of others. Whether I decide to extend mercy and forgiveness to you shall be an active my free will and will be heavily influenced by your acts and deeds over the next several days.

I am afraid that your actions have always been primarily motivated by money. I find lawyers who practice law for money to be unprofessional. I find lawyers who break the law in falsely attacking their partner to be despicable.

On top of all of your wrongdoing, you have seriously harmed the employment future of Kimmy Bennett. She was an innocent bystander who supported her boss, until you drugged her away from her office responsibilities to me and used her to further your own personal agendas. I am not happy with any of you. In fact, I am disgusted with each of you. You should be ashamed of yourselves. You should not sleep well at night. You should regret to the last day of your lives on God's earth what you have done to others, including your own family members. In the final analysis, I made every effort to make peace with each of you. You foolishly resisted my efforts. Now you have left me with no choice but to exonerate myself by obtaining legal redress from each of you. If you have a settlement proposal to make to me to avoid the embarrassment and damage to your own careers. As a result of the legitimate litigation and plan to pursue, you better get that proposal to me without any further delay.

Govern yourselves accordingly.

Lin

P.S. Since Patrick Norris will be handling other matters for me related to your actions, I am copying him on this email. I assure you that I will be represented in the civil litigation by very competent counsel unless you finally show wisdom and figure out how to peacefully resolve this particular controversy with me.

L. Lin Wood

L. LIN WOOD, P.C.

[1180 West Peachtree Street](#)

[Suite 2040](#)

[Atlanta, GA 30309](#)

Telephone: (404) 891-1402

Direct Dial: (404) 891-1406

Facsimile: (404) 506-9111

E-Mail: lwood@linwoodlaw.com

Website: www.linwoodlaw.com

EXHIBIT "F"

Jonathan Grunberg

From: Lin Wood <lwood@linwoodlaw.com>
Sent: Wednesday, March 4, 2020 4:50 AM
To: ggranello@mayerbrown.com
Cc: [REDACTED]; [REDACTED]; Kimmy Hart Bennett; Andrew Beal; Taylor Wilson; Jonathan Grunberg; Nicole Wade; Amy Brey
Subject: Suite 2040 Regions Plaza Lease
Attachments: Evidence of Your Clients Conspiracy to Engage in Extortion and Breach of Fiduciary Duties - Exhibit A.png; Evidence of Your Clients Conspiracy to Engage in Extortion and Breach of Fiduciary Duties - Exhibit B.png; Evidence of Your Clients Conspiracy to Engage in Extortion and Breach of Fiduciary Duties - Exhibit C.pdf
Importance: High

Gerami,

Stream Reality is represented by a damn smart lawyer – you.

You will want to read this email and attachments very carefully to put into context the situation regarding the lease at issue what we discussed last evening. I have been dealing with financial frauds who tried to unlawfully extort almost \$1M from me – Taylor Wilson, Jonathan Grunberg, and Nicole Wade.

These same people have been engaged in a multi-month secret campaign to convince members of my family that I am suffering from mental health issues. Their accusations have been blatantly false and damaging to me and my family. I am going to sue each of them for defamation, intentional interference with my business relationships, fraud, attempted extortion, and other related legal causes of action. I have been dealing with greedy opposite parties for over 43 years and I have successfully dealt with all of them. I have turned my efforts up a few notches in recent months because no one messes around with my relationship with my children. **No one.**

I see around corners before I turn them.

Thank you for our conversation yesterday and your candid, objective, thoughtful, and entirely accurate analysis of the lease agreement at issue. I look forward to receiving your letter confirming your independent analysis of the lease and the legal obligations of the parties who signed the lease.

Talk soon.

With highest personal and professional regards.

Lin

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
Telephone: (404) 891-1402

Direct Dial: (404) 891-1406
Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com
Website: www.linwoodlaw.com

From: Lin Wood

Sent: Wednesday, March 4, 2020 3:40 AM

To: Andrew Beal <ABeal@buckleybeal.com>

Cc: Kimmy Hart Bennett <khart@linwoodlaw.com>; [REDACTED]; Taylor Wilson <twilson@wgwlawfirm.com>; Jonathan Grunberg <jgrunberg@wgwlawfirm.com>; Nicole Wade <nwade@wgwlawfirm.com>; [REDACTED]; [REDACTED]
[REDACTED]

Subject: RE: Resolution

Importance: High

Drew,

This shall be the final email I send to you until you receive the analysis of the lease from counsel for the landlord. With all due respect, I have never been concerned about the lease. I know exactly what the lease says, and I have always interpreted it correctly. Contrary to your comments below, it is your clients who you should be very concerned about the lease.

Your clients should also be very concerned about the evidence of their fraud and attempts to extort money from me in violation of their fiduciary duties and other laws (see attachments). I choose to believe that you have not been actively or knowingly involved in their illegal efforts as I know you have a wife and family and would never jeopardize your valuable privilege to practice law in this State. Your clients along with lawyers at the law firms of Bondurant, Mixon & Elmore and McDermott Will, are well aware of my strong distaste for lawyers who play fast and loose with the rules applicable to our System of Justice. I believe that your clients are well aware of what happened and what was done about it in the DaVita case. Maybe you should discuss with your clients the misconduct that occurred in the DaVita case and how I revealed it in that case upon a thorough and sifting examination of adverse parties.

Truth always finds a way of revealing itself. Truth is incontrovertible.

Your clients knew what I did not know (but was beginning to suspect) at the time I seemingly "agreed" to their extortion efforts to try to steal money from me that they had not earned and were not entitled to receive under the facts and circumstances of their efforts in the [REDACTED] cases.

I did make the "agreement" as carefully documented by one of the co-conspirators, Taylor Wilson. In his email of February 17, 20/20. Upon further review of it after it was received by me, I fully understood then and understand now what Taylor was really referring to when he said that our discussion and agreement had given "us all an opportunity to forge ahead." I thought at the time I made the "agreement" in my earlier conversation with Taylor as carefully documented by him, I was making unnecessary but good-faith efforts for the office expense sharing agreement to forge ahead. I now know that Taylor and his co-conspirators were conspiring to extort money from me to give them an opportunity to forge ahead for Wade, Grunberg and Wilson LLC.

Taylor exposed himself and his co-conspirators when he stated in his email, "We anticipate re-activating Wade, Grunberg and Wilson LLC." I was totally unaware at the time of our conversation that Wade,

Grunberg and Wilson LLC had ever been "activated." In fact, after I read his email, I spoke with Taylor and told him that I was shocked to learn that he had formed a law firm in which Nicole J. Wade was the first named partner. I told him that my concern about Nicole Wade being the first named partner in his firm was so deep that I did not feel that I could remain on the pleadings in the [REDACTED] case. Subsequent emails and telephone conversations confirm this truth.

I now note that Taylor, Jonathan and Nicole signed this email after telling forth the truth in the last paragraph of his February 17 email. As far as "Love" goes, Almighty God teaches us that merely telling someone with words that you love them is insufficient and that the question of whether someone really "loves" you can only be answered by careful review of their deeds and acts toward you and others. Words can be deceiving. Actions and deeds are solid evidence. I now have solid evidence, including, but not limited to, the exhibits attached hereto, that your clients were indeed violating their fiduciary duties to me as their partner in an office expense sharing agreement as far back as 2018. Under the circumstances, your clients are guilty of numerous crimes which, if brought to the attention of the State Bar of Georgia would likely result in their disbarment.

I have additional evidence supporting the truth of your clients' unlawful and illegal conduct. Acts and deeds. I am confident that none of your clients wish to be subjected to a thorough and sifting cross-examination under oath by me.

I have now said enough for the night and I intend to get some rest. I suspect that after your client read this email, they shall not rest well for many nights to come. Truth is incontrovertible. Your clients are frauds. They have been caught red-handed.

In the unlikely event that you were aware of the full circumstances behind their efforts to extort money from me, you need to get a lawyer to represent you. I hope that you do not feel the need to do so and will simply immediately withdraw from representation of Taylor, Jonathan, and Nicole as no lawyer would want to be associated with their illegal and unlawful acts and deeds.

I am copying Amy Brey, [REDACTED]y, and my son, Matt Wood (who is a lawyer and knows about the DaVita case) for on this email. They are third parties. I am confident that your clients shall never threaten or attempt to sue me for defamation based on the publication of the statements in this email to third parties because truth is an absolute defense to a defamation lawsuit.

It is now your choice to immediately withdraw from representation of Taylor, Jonathan and Nicole, wait to withdraw until you have received and reviewed the legal analysis of the lease at issue from counsel for the landlord/lessor, or hire your own independent counsel. The choice is yours. Choose wisely.

In any event, you may rest assured that I shall never voluntarily pay your clients one thin damn dime. Your clients shall be required to pay their 75% of the lease obligations even if they find themselves prohibited from engaging in the practice of law in the State of Georgia in the future.

As I said above, I believe I have now said enough for the night. Enough is enough. Always has been. Always shall be. I am now going to get some well-deserved rest. I am sure that we shall talk soon. In the meantime, tell Nicole J. Wade to immediately make good on her bounced check or I shall pursue any and all lawful remedies against her, including the filing of a complaint against her with the State Bar of Georgia..

With highest and best personal and professional regards,

Lin

PS: I am well aware that this email is being sent at 3:39 AM on 03/4/2020. 7 numbers.

L. Lin Wood
L. LIN WOOD, P.C.
1180 West Peachtree Street
Suite 2040
Atlanta, GA 30309
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Facsimile: (404) 506-9111
E-Mail: lwood@linwoodlaw.com
Website: www.linwoodlaw.com

From: Andrew Beal <ABeal@buckleybeal.com>
Sent: Tuesday, March 3, 2020 12:58 PM
To: Lin Wood <lwood@linwoodlaw.com>
Subject: Resolution

Lin

I have read all of your emails and proposals, and it seems that you are very concerned about the lease. I feel certain that the best course of action would be to approach the building and suggests a surrender of the lease so that they can enter into a new lease (probably at an even higher rate). I have done this many times, and I believe in this market it will work to everyone's satisfaction. There may be a cost associated with this process, but that will be far, far less than the total balance on the lease. If I am incorrect and the negotiations do not yield any offers the two groups can live with, we have lost basically nothing but a few days and a few conversations. If we get this issue resolved, the rest will be a lot easier.

While my clients are appreciative of your offer of the artwork and the lease improvements, they feel they need a fresh start in a space that is less expensive as they start their new firm. If we could agree to hire a real estate broker to represent both sides, I believe we can put together an offer that would work.

As for fees, I am attaching herewith your February 17th written acknowledgement of the fee split on the relevant cases. It seems very clear. Once we reach a complete agreement as to the amount of fees to be paid, my clients are willing to help with the expenses arising from closing the office, regardless of whether they have a legal obligation to do so. They want to work with you to wrap these issues up, including their interest in fees on cases which have not yet closed.

I don't want to spend a lot of time arguing the law with you. You know the law as well as I do, and I think my clients' position here is based upon a clear oral agreement that is confirmed in writing after complete performance and will be fully enforceable. That said, they want to get all issues wrapped up and are willing to work toward that end.

Let me know your thoughts.

Thanks.

Drew.

ANDREW M. BEAL | BUCKLEY BEAL, LLP

Direct: 404-688-2685 | **Fax:** 404-688-2988 | **Email:** abeal@buckleybeal.com

Bank of America Plaza, Suite 3900 | 600 Peachtree Street, N.E. | Atlanta, Georgia 30308